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6 Attorney for Plaintiffs  
7 IRMA RAMIREZ and  
8 DAREN HEATHERLY

9 **UNITED STATES DISTRICT COURT**

10 **NORTHERN DISTRICT OF CALIFORNIA**

11 IRMA RAMIREZ and DAREN } CASE NO. 3:14-cv-03244-JST  
12 HEATHERLY, }  
13 Plaintiffs, } **STIPULATION OF DISMISSAL AND**  
14 } **{PROPOSED} ORDER THEREON**  
15 v. }  
16 ORIGINAL US RESTAURANT; 501 }  
17 COLUMBUS LLC; and TRINACRIA }  
18 BROS., INC., }  
19 Defendants. }  
20 \_\_\_\_\_ }

21 The Parties, by and through their respective counsel, stipulate to dismissal of this  
22 action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2). Outside of the terms of  
23 the Settlement Agreement and General Release (“Agreement”) herein, each side is to bear its  
24 own costs and attorneys’ fees.

25 The parties further consent to and request that the Court retain jurisdiction over  
26 enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994)  
27 (empowering the district courts to retain jurisdiction over enforcement of settlement  
28 agreements).

**STIPULATION OF DISMISSAL AND {PROPOSED} ORDER**

Therefore, IT IS HEREBY STIPULATED by and between the parties to this action through their designated counsel that the above-captioned action become and hereby is dismissed with prejudice.

This stipulation may be executed in counterparts, all of which together shall constitute one original document.

Respectfully Submitted,

Dated: December 17, 2015

THOMAS E. FRANKOVICH,  
*A PROFESSIONAL LAW CORPORATION*

Dated: December 17, 2015

## LAW OFFICES OF MARC LIBARLE

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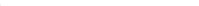
By: /s/ Mark Libarle

Marc Libarle  
Attorney for Defendants

## ORDER

IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to Fed.R.Civ.P.41(a)(2) and each side is to bear its own costs and attorneys' fees. IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the purpose of enforcing the parties' Settlement Agreement and General Release should such enforcement be necessary.

Dated: December 17 , 2015

  
Hon. Jon S. Tigar  
UNITED STATES DISTRICT JUDGE